

REMARKS

In the Office Action, the Examiner rejected pending claims 1-9, 11-19, 21-37, 39-43, and 45-60. In view of the following remarks, Applicant respectfully requests reconsideration and allowance of all pending claims.

Claim Rejections under 35 U.S.C. § 103(a)

In the Final Office Action, the Examiner maintained the rejection of claims 1-9, 11-19, 21-37, 39-43 and 45-60 under 35 U.S.C. § 103(a) as obvious over Hartley-Urquhart (U.S. Patent No. 6,167,305) and McCormack, Jr., "*A Worldwide Network of Supplies*" (hereinafter "McCormack"), and alternatively, in further view of Kalbhen. Specifically, the Examiner stated:

Hartley-Urquhart discloses, as in claims 1, 17, 40, a method and system for supply chain financing which involves analyzing transactions for resources in a facility (buyer-210) (see col. 3, 11. 16+),

Providing access to financial analysis system (23) for a resource supplier via a network (240) (see col. 4, 11. 29+),

interface including a form (Purchase Order —PO) for entering client data for resources (see col. 4, 11. 36+),

receiving the client data from the network interface via the network (see col. 4, 11. 36+),

analyzing the client data in the financial analysis system (see col. 3, 11. 16+);

providing a plurality of financial transaction options tailored to the client data (see PO, col. 6, 11. 29-37; col. 8, 11. 50+); and transmitting the plurality of financial transaction options to a client via the network (see col. 8, 11. 50+),

McCormack discloses receiving client trade data for a purchasing transaction for medical resources. . .

On the other hand it would have been obvious . . . to have employed the [used] medical supply equipment

websites mentioned by McCormack and Kalbhen (see medibuy, neoforma, et al.,) . . .

Office Action Mailed March 21, 2005, pages 3-4. Applicant respectfully traverses these rejections.

Legal Precedent

First, during patent examination, the pending claims must be given an interpretation that is reasonable and consistent with the specification. *See In re Prater*, 415 F.2d 1393, 1404-05, 162 U.S.P.Q. 541, 550-51 (C.C.P.A. 1969) (emphasis added); *see also* M.P.E.P. §§ 608.01(o) and 2111. Indeed, the specification is “the primary basis for construing the claims.” *See Phillips v. AWH Corp.*, No. 03-1269, -1286, at 13-16 (Fed. Cir. July 12, 2005) (citations omitted) (emphasis added).

Second, the burden of establishing a *prima facie* case of obviousness falls on the Examiner. *Ex parte Wolters and Kuypers*, 214 U.S.P.Q. 735 (PTO Bd. App. 1979). To establish a *prima facie* case, the Examiner must show that the combination includes *all* of the claimed elements, and also a convincing line of reason as to why one of ordinary skill in the art would have found the claimed invention to have been obvious in light of the teachings of the references. *Ex parte Clapp*, 227 U.S.P.Q. 972 (B.P.A.I. 1985). The Examiner must provide objective evidence, rather than subjective belief and unknown authority, of the requisite motivation or suggestion to combine or modify the cited references. *In re Lee*, 61 U.S.P.Q.2d 1430 (Fed. Cir. 2002). One cannot use hindsight reconstruction to pick and choose among isolated disclosures in the prior art to deprecate the claimed invention. *In re Fine*, 837 F.2d 1071, 5 U.S.P.Q.2d 1596 (Fed. Cir. 1988).

Third, if the Examiner relies on a theory of inherency, the extrinsic evidence must make clear that the missing descriptive matter is *necessarily* present in the thing described in the reference, and that it would be so recognized by persons of ordinary skill. *In re Robertson*, 169 F.3d 743, 49 U.S.P.Q.2d 1949 (Fed. Cir. 1999). The Examiner, in presenting the inherency argument, bears the evidentiary burden. *Ex parte Levy*, 17 U.S.P.Q.2d 1461, 1464 (Bd. Pat. App. & Inter. 1990).

Independent Claims 1, 40, 49, 50, 55, 59, 60

Independent claims 1, 40, 49, and 50 recite “providing access to a financial analysis system for a medical resource supplier via a network.” Independent claims 50 and 60 recite “providing access to a financial module for a medical resource supplier via a network.”

In contrast, the Hartley-Urquhart reference is absolutely devoid of a financial analysis system or financial module, much less such a system of a resource supplier, as claimed. The Examiner points, incorrectly, to the bank 230 in Hartley-Urquhart, which is clearly not a financial analysis system, as claimed. Further, the bank 230 is associated with the buyer 220 and not a supplier 210. See Hartley-Urquhart, col. 3, lines 14-34; col. 4, lines 29-35. Moreover, the bank 230 evaluates use of a supply-chain financing approach, and *does not analyze client data for obtaining a medical resource.* See Hartley-Urquhart, col. 3, lines 16-48.

The McCormack and Kalbhen references are also absolutely devoid of “providing access” to a “financial analysis system” or “financial module.” Instead, McCormack is directed to the electronic exchange of purchasing-related information, such as product availability, purchase orders, invoices, and payments. See, e.g., McCormack, ¶ 4. Kalbhen merely provides a list of on-line purchasing sites for used medical equipment. See, e.g., Kalbhen, page 1. Kalbhen does not disclose a “financial analysis system” or “financial module,” as claimed.

In view of these deficiencies, independent claims 1, 40, 49, 50, 55, 59, and 60, and their dependent claims, are believed to be patentable over Hartley-Urquhart, McCormack, and Kalbhen, taken alone or in combination.

In the Final Office Action, the Examiner stated:

In patent examination the examiner is charged with broadly interpretation [sic] of the claim language in light of the applicant’s specification without reading limitation of the specification into the claims [see In re Hyatt]. In this

case, a financial analysis system, it is being interpreted as any method that performs a financial calculation to provide financial information result. Here, financial analysis system is being interpreted as the *process*. Hartley-Urquhart discloses a financing systems and method via electronic accounting and management systems (see col. 4, lines 24-33).

A financial module or providing access to a financial module is interpreted by the examiner as being a collection of software routine(s) inherently associated with the accounting and management systems that allows the electronic transmission of financial data. The examiner disagrees that the references are devoid of “providing access” to a “financial analysis system” or “financial module” because any thing related to the manipulation and/or management of money can also be considered within the realm of finance.

Final Office Action, pages 2-3 (emphasis in original).

Applicant respectfully reminds the Examiner that the Federal Circuit has emphasized that the specification is controlling in claim interpretation. Clearly, in view of the present specification and the general understanding of one skilled in the art, the bank 230 mentioned in the Hartley-Urquhart passage (col. 4, lines 24-33) cited by the Examiner would *not* be considered a financial analysis system (e.g., data processing system 22) of a medical resource supplier, as claimed. *See Phillips*, No. 03-1269, -1286, at 29 (“The specification is always highly relevant to the claim construction analysis. Usually, it is dispositive.”); *Collegenet, Inc. v. ApplyYourself, Inc.*, No. 04-1202, -1222, 1251, at 8-9 (Fed. Cir. August 2, 2005) (holding that derivation of a claim term must be based on “usage in the ordinary and accustomed meaning of the words amongst artisans of ordinary skill in the relevant art”).

Here, the Examiner has improperly isolated the phrase “financial analysis system” from the context of the specification and from the claim as a whole. *See Phillips*, at 33 (explaining that context must also play a role in claim construction). The Examiner has imposed an unreasonably broad interpretation on the present claim language. As clear

from the specification and the claim language itself, the “financial analysis system” (or module) is a constituent of a “medical resource supplier,” a phrase specifically recited in the claims. Surely, the Examiner does not equate a bank with a medical resource supplier. At the very least, the bank 230 operates for the *buyer* 220 and is *not* associated with a medical resource *supplier*, as claimed.

In operation, a customer or potential customer (e.g., hospital) uses the financial analysis system of the medical resource supplier to evaluate a specific transaction (e.g., purchase, lease, etc.) of a medical resource. Applicant emphasizes that the claimed financial analysis system (e.g., data processing system 22) cannot be reduced to an abstract process at the whim of the Examiner. See Final Office Action, page 3, first paragraph; *see also Phillips*, at 16. (explaining that one should rely heavily on the written description for guidance as to the meaning of the claims). Again, Applicant respectfully asserts that the Examiner has not established a *prima facie* case of obviousness.

Independent Claims 1, 33, 40, 49

Independent claims 1 and 49, as amended, recite “providing a network interface for communication with the financial analysis system [of a medical resource supplier], the network interface including an electronic form for entering client data for medical resources.” Independent claim 33, as amended, recites “providing an electronic interface for exchanging information between a client and the transaction system, wherein the interface has fields for entering client data.” Independent claim 40, as amended, recites “providing a communication interface comprising *electronic fields* for transmitting client data to the financial module.”

Conversely, the cited references, taken alone or in combination, do not teach or suggest an *electronic form* or *electronic fields* for entering or exchanging client data. For example, while Hartley-Urquhart discloses the transmission of a purchase order 235 via an electronic link 240, Hartley-Urquhart clearly does not teach or suggest an electronic form or electronic fields for entering client data. See Hartley-Urquhart, col. 4, lines 29-52. Similarly, while the McCormack reference may disclose the transfer of a purchase

order as an attachment to an electronic message, for example, McCormack plainly does not disclose electronic forms or fields for entering client data. *See* McCormack, ¶ 4. After careful review of the list of “purchasing sites” in Kalbhen, the cited reference does not disclose an electronic form or electronic fields for entering or exchanging client data. *See*, generally, Kalbhen, pages 1-4.

Therefore, independent claims 1, 33, 40, and 49, and their dependent claims are believed to be patentable over Hartley-Urquhart, McCormack and Kalbhen, taken alone or in combination.

In the Final Office Action, the Examiner stated:

In regards to suggesting “electronic form” or “electronic fields” again the examiner disagrees. Both the purchase order and an invoice are considered forms which have various fields of information that are attached to the form(s) (e.g., buyer’s name, address, items being purchased, quantity of items, etc.). Both the purchase order and the invoice can be transmitted electronically over an electronic link (see col. 4, lines 41-62). It is submitted that when the purchase order and/or invoice are transmitted in electronically that they are in electronic form with fields being submitted in electronic form. Data is entered into the system electronically or it could not be sent via an electronic link.

Final Office Action, page 3.

In view of the Examiner’s comments (from the Final Office Action) reproduced above, it is clear that the Examiner misses the point. Moreover, once again, the Examiner improperly isolates the claim terms (from the claim as a whole and from the specification) to impose an unreasonably broad interpretation on the claim language.

The present claims and specification are very clear. An interface is provided so that a client or buyer (e.g., hospital) can input data (via an electronic form having data fields) directly to a financial analysis system of the medical resource supplier.

In contrast, the Hartley-Urquhart purchase order (referred to by the Examiner) could be an electronic output having no electronic fields for entering data but an electronic output generated via prompted questions, for example. Or the purchase order could simply be a hardcopy (non-electronic) form completed non-electronically by hand and then scanned into a electronic file for transfer (i.e., as an attachment). In any case, it is clear that the Hartley-Urquhart does not expressly nor inherently (i.e., not necessarily present) disclose an electronic form having electronic fields.

Applicant also emphasizes that the purchase order or associated electronic system disclosed in Hartley-Urquhart does not provide an interface for communicating directly with a system of the supplier, as claimed. Indeed, in the cite reference, it is the buyer 220 itself that must update “its ERP system to reflect the issuance and terms of the PO 235.” See Hartley-Urquhart, col. 4, lines 43-45 and 49-53. Again, in view of these deficiencies, the foregoing claims are patentable over the Hartley-Urquhart reference.

Independent Claims 1, 17, 33, 40

Independent claim 1 recites “receiving *client trade-in data* for a purchasing transaction for medical resources.” Independent claim 17 recites “wherein the client data comprises *trade-in data* for a client trade-in with the financial transaction.” Independent claim 33 recites “receiving *client trade-in information* for a purchasing transaction for medical resources.” Independent claim 40 recites “receiving *client trade-in information* at the financial module.”

Conversely, the Hartley-Urquhart reference clearly fails to teach or suggest *client trade-in data* or information. Instead, Hartley-Urquhart is directed to a supply-chain financing system and evaluation of such a system. See Hartley-Urquhart, col. 2, lines 14-45; col. 3, lines 16-25. Further, while McCormack and Kalbhen may mention the sale of used equipment over the Internet, the cited references clearly do not teach or suggest *client trade-in data or information*. See McCormack, page 2; Kalbhen, page 1. Applicant emphasizes that the presently claimed subject matter is not simply directed to a purchasing system that may incorporate supply-chain management, or to the electronic

exchange of information, but is directed to specific features recited in the claims. Here, the cited references do not teach *client trade-in data or client trade-in information* in context of the instant claims.

Therefore, claims 1, 17, 33, and 40, and their dependent claims are believed to be patentable over Hartley-Urquhart, McCormack and Kalbhen, taken alone or in combination.

In the Final Office Action, the Examiner stated:

Regarding trade-in data, it was submitted in the Office action dated January 7, 2005 that McCormick discloses receiving client trade data for a purchasing transaction for medical resources and that it would have been obvious for an artisan of ordinary skill in the art at the time of the invention to integrate the teachings of McCormack into Hartley-Urquhart because an artisan of ordinary skill in the art at the time of the invention would have recognized the growing trend in medical supply chain.

Final Office Action, page 3.

Applicant is not surprised that the Examiner does not cite a specific passage of McCormick in his incorrect contention that “McCormick discloses receiving client trade data.” See Final Office Action, page 3. After all, McCormick fails to disclose such data. Clearly, again, while McCormick mentions the sale of used equipment over the Internet, it is absolutely devoid of the concept of client trade-in data. See McCormack, page 2. McCormick or any of the cited references simply fail to address or account for trade-in data of a client. Therefore, again, the Examiner has failed to establish a *prima facie* case of obviousness.

Independent Claims 1, 17, 33, 40, 49-60

Independent claims 1, 33, 40, 49, 50, and 53-60 recite “*providing a plurality of financial transaction options*” which are “tailored to the client data,” and “*transmitting the plurality of financial transaction options* to a client via the network.” Independent

claims 17, 51 and 52 recite a “financial analysis module being configured to evaluate the client data and to *generate a plurality of financial transaction options* tailored to the client data.”

In stark contrast, the cited references, taken alone or in combination, do not teach or suggest a financial analysis system or module that *generates* a plurality of financial transaction *options*. Further, neither reference discloses the *transmission* of financial transaction *options*. In Hartley-Urquhart, for example, the buyer 220 is presented with no financial transaction options at all. See Hartley-Urquhart, col. 4, lines 53-67. In the Hartley-Urquhart system, the buyer 220 simply accepts the goods, and the bank 230 finances the goods and forwards payment to the supplier 210. No options whatsoever are provided to either the buyer 220 or seller 210. See Hartley-Urquhart, col. 5, lines 26-30. Indeed, the bank 230 does not even generate options but merely calculates the payment to the supplier 210. See Hartley-Urquhart, col. 5, lines 46-50; col. 8, lines 50-67. Further, while the Hartley-Urquhart system may accommodate a rejection of the transaction by the buyer 220, the buyer 220 is plainly not provided with a plurality of financial transaction options, as claimed. See Hartley-Urquhart, col. 9, lines 14-37.

Moreover, the secondary references, McCormack and Kalbhen, are also deficient. In McCormack, the Internet or a network is used to exchange information electronically with no presentation of “options.” See, e.g., McCormack, ¶ 4. As for Kalbhen, Applicant has carefully reviewed of the Kalbhen summary list of purchasing sites and there is no indication that financial transaction options are generated or transmitted. See Kalbhen, pages 1-4. Both McCormack and Kalbhen are absolutely devoid of a financial analysis system or module for *generating a plurality of financial transaction options* (tailored to client data) or *providing those transaction options to a client*. See McCormack, pages 1-2 and 5; Kalbhen, pages 1-4.

In view of these deficiencies of both references, independent claims 1, 17, 33, 40, 49-60, and their dependent claims are believed to be patentable over the cited combinations.

In the Final Office Action, the Examiner stated that “[i]n regards to the prior art not suggesting ‘providing a plurality of financial transaction options that are tailored to the client’ it is interpreted that each invoice and purchase order are inherently based upon customized parameters.” Final Office Action, page 4 (emphasis added). In response, Applicant interprets the Examiner’s comments to address two separate issues.

First, the Hartley-Urquhart or McCormick purchase orders do not provide a single financial transaction option, much less a plurality of financial transaction options, as claimed. It should be noted that financial transaction options are not presented on purchase orders. After all, the purchase order is merely a request for a product from a buyer to a supplier.

Second, all three cited references are absolutely devoid of tailoring financial transaction options (or tailoring the upstream forms for that matter) to a specific client or customer. Applicant respectfully asserts that the Examiner has failed to establish a *prima facie* case of obviousness.

Request Withdrawal of Rejection

For these reasons, Applicant respectfully requests withdrawal of the rejections under 35 U.S.C. § 103.

Request Examiner Clarify the Rejections of the Independent Claims

The Examiner’s rejections of the independent claims are vague regarding the various claim features. *See* Office Action Mailed March 21, 2005, pages 2-3.

First, the Examiner pointed to passages in the primary reference (Hartley-Urquhart) that have nothing whatsoever to do with the particular claim feature at issue. *See* Office Action Mailed March 21, 2005, page 2. For example, the Examiner relied on column 3, lines “16+” of the Hartley-Urquhart reference to teach “analyzing the client data in the financial analysis system,” as recited in independent claim 1. *See id.* However, the passage cited by the Examiner simply teaches that a financial advisor 230

will discuss with a buyer 220 the disclosed supply-chain financing system. *See* Hartley-Urquhart, col. 3, lines 16-20. This passage clearly has nothing to do with financially analyzing client data with regard to a specific transaction for a medical resource. *See* M.P.E.P. § 707.07 (“The pertinence of each reference, if not apparent, must be clearly explained in each rejected claim specified.”).

Second, the Examiner did not demarcate the cited passages of the Hartley-Urquhart reference and cited no passages from the McCormack reference or the Kalbhen reference. *See* Office Action Mailed March 21, 2005, pages 2-3. With Hartley-Urquhart, the Examiner merely mentions a single line in each citation, leaving it to Applicant to guess the length of the passage cited by the Examiner. *See* Office Action, page 3; *see also* 37 C.F.R. § 1.104(c)2; M.P.E.P. § 707.07 (“When a reference is complex or shows or describes inventions other than that claimed by the applicant, the particular part relied on must be designated as nearly as practicable.”). Applicant stresses that “[i]n order to provide a complete application file history and to enhance the clarity of the prosecution history record, an examiner *must* provide clear explanations of all actions taken by the examiner during prosecution of an application.” M.P.E.P. § 707.07(d) (emphasis added).

Third, the Examiner attempted to address the specific claim features of only independent claim 1, and ignored features of other independent claims not recited in independent claim 1. *See* Office Action Mailed March 21, 2005, page 2-3. For example, the Examiner did not address the claim feature of a lease option as recited in independent claims 33, 49, 51, 53, 55, 56, 57, and 60. The present independent claims are not identical and the Examiner is required to consider all claim features of each and every rejected independent claim in the present application. *See In re Royka*, 490 F.2d 981, 180 U.S.P.Q. 580 (CCPA 1974); M.P.E.P. § 2144.03.

For these reasons, Applicant respectfully requests that the Examiner clarify the rejections of the independent claims, and also address every recited feature in the independent claims, or withdraw the rejections and allow the claims. *See* 37 C.F.R. § 1.104(c)2; M.P.E.P. §§ 706, 707.7, and 2144.03

Features of Dependent Claims Missing from the References

Applicant emphasizes that the dependent claims are also patentable over the cited combinations by virtue of the subject matter that the dependent claims separately recite.

For example, dependent claim 3 recites “*tailoring the form* for the client according to the portion of the client data.” Conversely, the Hartley-Urquhart and McCormack references disclose a purchase order (PO) form, for example, with no teaching or suggestion that the form or format be altered or tailored to a specific client based on that client’s data. See Hartley-Urquhart, col. 4, lines 41-55; McCormack, ¶ 4. Indeed, in Hartley-Urquhart, the PO form must be standardized generically so that the PO data can be matched against the Vendor Profile format in the disclose supply-chain system. See Hartley-Urquhart, col. 8, lines 50-51. While the *data entered* into the forms disclosed in these two references *may change* per the particular customer, aspects of the forms themselves are not tailored to a specific customer. See Hartley-Urquhart, col. 4, lines 41-55; McCormack, ¶ 4. Similarly, Kalbhen does not disclose any type of form tailored to a client. See Kalbhen, pages 10-4. Accordingly, dependent claim 3 is believed to be patentable over the cited references, taken alone or in combination, for this reason as well.

Dependent claim 19 recites a financial module comprising “*tax rules* for evaluating *tax* consequences of the financial transaction.” Conversely, the cited references are *absolutely devoid* of a financial module having *tax* rules for assessing the impact of *taxes* on a particular transaction. See, e.g., Hartley-Urquhart, col. 3, lines 8-63; col. 5, lines 31-67; McCormack, ¶ 4. While Hartley-Urquhart discloses a supply-chain financing method, McCormack discloses the electronic exchange of purchasing information, and Kalbhen discloses sites for the on-line purchase of used medical equipment, the references clearly do not consider tax consequences of a given financial transaction. See *id.* Accordingly, dependent claim 19 is believed to be patentable over the cited references, taken alone or in combination, for this reason as well.

Dependent claim 39 recites “a plurality of *service* options.” In contrast, the cited references never discuss the issue of *servicing* a medical resource. *See, e.g.*, Hartley-Urquhart, col. 3, lines 8-63; McCormack, page 1; Kalbhen, pages 1-4. Accordingly, dependent claim 39 is believed to be patentable over the cited combinations for this reason as well.

The Rejections of the Dependent Claims are Improper

Applicant stresses that the Examiner failed to meet his burden under 35 U.S.C. § 103 in rejecting the dependent claims because the Examiner did not address the subject matter separately recited in the dependent claims. *See* Office Action Mailed March 21, 2005, pages 2-3. To meet his burden of presenting a *prima facie* case of obviousness, the Examiner is required to address the specific elements of each and every claim rejected in the present application. *See In re Royka*, 180 U.S.P.Q. at 580; M.P.E.P. § 2144.03. Here, the Examiner fails to even address the subject matter of a single dependent claim. Applicant must be given “a full and fair hearing.” M.P.E.P. § 706.07. Given that the Examiner has not met his burden, the rejections of the dependent claims should be withdrawn.

Furthermore, the Examiner (in the Final Office Action) ignored Applicant’s prior arguments regarding the features specifically recited in the dependent claims. This lack of response by the Examiner is contrary to the M.P.E.P. Indeed, “[w]here the applicant traverses any rejection, the examiner should, if he or she repeats the rejection, take note of the applicant’s argument and answer the substance of it.” M.P.E.P. § 707.07(d). Moreover, Applicant respectfully reminds the Examiner that he should never overlook the importance of his role in allowing claims which properly define the invention. 37 C.F.R. § 1.104; M.P.E.P. § 706.

Improper Combination - Lack of Objective Evidence of Reasons to Combine

In addition, the Examiner has not shown the requisite motivation or suggestion to modify or combine the cited references to reach the present claims. As summarized above, the Examiner must provide objective evidence, rather than subjective belief and

unknown authority, of the requisite motivation or suggestion to combine or modify the cited references. *In re Lee*, 61 U.S.P.Q.2d. 1430 (Fed. Cir. 2002). Here, Applicant believes the Examiner employed impermissible hindsight in formulating the present rejection. For example, the Examiner combined the cited references based on the *conclusory and subjective statement* that it would have been obvious to integrate McCormack into Hartley-Urquhart because an artisan “would have recognized the growing trend in medical supply chain management along with the notoriously old and well known high costs associated with the supply chain and have sought [to] provide a system that would provide affordable, efficient and flexible financing for goods and services.” Office Action Mailed March 21, 2005, pp. 3-4. *In other words, the Examiner asserted subjectively that based on an undisclosed “trend” and undisclosed “high costs,” a skilled artisan would seek to provide a system that is good. See id.* The Federal Circuit has warned that the Examiner must not, “fall victim to the insidious effect of a hindsight syndrome wherein that which only the inventor taught is used against its teacher.” *In re Dembiczak*, F.3d 994, 999, 50 U.S.P.Q.2d 52 (Fed. Cir. 1999) (quoting *W.L. Gore & Assoc., Inc. v. Garlock, Inc.*, 721 F.2d 1540, 1553, 220 U.S.P.Q. 303, 313 (Fed. Cir. 1983)). Applicant challenges the Examiner to produce *objective evidence* of the requisite motivation or suggestion to combine the cited references, or remove the foregoing rejection under 35 U.S.C. § 103.

Request Evidence to Support Official Notice

As noted by Applicant in a previous Response, the Examiner has essentially taken Official Notice of facts outside of the record that the Examiner apparently believes are capable of demonstration as being “well-known” in the art. *See, e.g.*, Office Action Mailed March 21, 2005, pages 3-4. For example, the Examiner stated that an “artisan would have recognized the *growing trend* in medical supply chain management along with the notoriously *old and well known high costs* associated with the supply chain.” *Id.* at 3 (emphasis added). Applicant stresses that not only are the Examiner’s assertions confusing, the asserted facts are not of “notorious character” or “capable of such instant and unquestionable demonstration to defy dispute.” *See* M.P.E.P. § 2144.03. Therefore, again, in accordance with M.P.E.P. § 2144.03, Applicant hereby traverses and challenges

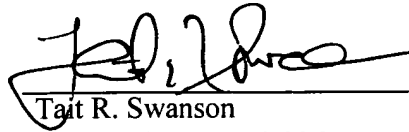
the Examiner's use of Official Notice. *See* Response to Office Action mailed March 21, 2005. Specifically, Applicant respectfully requests that the Examiner produce evidence in support of the Examiner's position as soon as practicable during prosecution and that the Examiner add a reference to the rejection in the next Official Action. If the Examiner finds such a reference and applies it in combination with the presently cited references, Applicant further requests that the Examiner specifically identify the portion of the newly cited reference that discloses the allegedly "well known" facts, as discussed above, or withdraw the rejections.

CONCLUSION

The Applicant respectfully submits that all pending claims should be in condition for allowance. However, if the Examiner believes certain amendments are necessary to clarify the present claims or if the Examiner wishes to resolve any other issues by way of a telephone conference, the Examiner is kindly invited to contact the undersigned attorney at the telephone number indicated below.

Respectfully submitted,

Date: July 18, 2006



Tait R. Swanson
Registration No. 48,226
FLETCHER YODER
P.O. Box 692289
Houston, TX 77269-2289
(281) 970-4545